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DEAN FAMILY RESIDENCE TRUST

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Book: 2313 Page: 565 File #: 1416547 Seq: 1

STATE OF LOUISIANA

PARISH OF TERREBONNE

TRUST INSTRUMENT

DEAN FAMILY RESIDENCE TRUST

BEFORE the undersigned authority and competent witnesses personally came and appeared

the Settlor

Jacqueline M. Dean, individually and as attorney-in-fact for Lynn B. Dean, a person of the full age of majority and of sound mind, whose residential address is 310B Dean Court, Houma, Louisiana 70363, who declared that she has been married but once and then unto Lynn B. Dean, with whom she is presently married;

and the Trustee

Cherry Dean Carambat, a single person of the full age of majority.

The term trustee shall refer to the original trustee as well as any successor or alternate. The original trustee hereby accepts this appointment and agrees to be bound by the provisions of this trust instrument.

The Settlor and the Trustee declared the following:

ARTICLE I. PURPOSES AND FUNDING OF THE TRUST

- 1.1 Purpose. All provisions of this trust instrument shall be construed in such a manner as to best effect the following purposes of this trust:
 - 1.1.1 The primary purpose of this trust is to hold property for the benefit of the beneficiaries.
 - 1.1.2 This trust shall be a grantor trust for federal and state tax purposes only, not for state law substantive purposes. If any provision of this trust is contrary to these purposes, the trustee may amend the trust, without court approval, to comply with these purposes, or, if more appropriate, such provision shall be considered as not written.
- 1.2 Property. The initial trust property shall consist of Ten Dollars (\$10.00) cash together with such other property as may be added either by the settlor or by third persons. The settlor hereby conveys to the trustee, in trust, the sum of Ten Dollars (\$10.00) cash, receipt of which is

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hereby acknowledged by the trustee, to be held and administered as trust property in accordance with this trust instrument.

ARTICLE II. TRUST

- 2.1 Trust. A single trust is hereby created. The name of the trust shall be the Dean Family Residence Trust.
- 2.2 Irrevocability. The trust shall be irrevocable.

ARTICLE III. BENEFICIARIES

- 3.1 Income beneficiaries. Jacqueline M. Dean and Lynn B. Dean shall be the income beneficiaries until their deaths. Upon the death of both Jacqueline M. Dean and Lynn B. Dean, the principal beneficiaries shall be income beneficiaries in proportion to their interests in principal.
- 3.2 Principal beneficiaries. The principal beneficiary shall be Alicia Dean Nettles.
- 3.3 Right to appoint beneficiaries by testament. Notwithstanding any other provision of this trust instrument, including Section 2.2, the settlor may in her validly executed testament filed in her succession proceeding change the beneficiaries of this trust to name settlor's creditors or creditors of the settlor's estate as beneficiaries, in whole or in part.
- 3.4 Successor beneficiaries. If a principal beneficiary dies intestate before termination of the Trust, then their interest in the principal and/or income of the trust for which such person was the beneficiary shall immediately vest in equal shares and in Trust among their children in being at that time, as substitute beneficiaries. If they die without surviving issue, then their share in the interest will immediately vest in the remaining principal beneficiaries in proportion to the their interests in principal.

ARTICLE IV. SPENDTHRIFT CLAUSE

A beneficiary may not transfer, alienate, or encumber the whole or any part of the beneficiary's interest in the Trust, either voluntarily or involuntarily, and this Trust shall be a "spendthrift trust" as defined under the Louisiana Trust Code.

The interest of each beneficiary shall be subject to the maximum spendthrift restraints permitted by law in the jurisdiction in which the beneficiary is domiciled or Louisiana law, whichever, in the opinion of the trustee or counsel retained by the trustee, provides the beneficiary with greater protection from creditors. The interest of a disabled beneficiary shall be free from the control or interference of any governmental agency providing aid or benefits to that beneficiary.

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ARTICLE V. TERM

- 5.1 Maximum term. The term of the trust may not exceed the maximum term allowed by law of the jurisdiction of the situs of the trust.
- 5.2 Justified termination. The trustee may terminate the trust if, in the trustee's sole and absolute discretion, the income and assets of the trust do not justify the expenses of maintaining the trust. However, no trustee who is a beneficiary may act alone to terminate the trust, rather in such case the requirements of Section 6.3 must be met.

ARTICLE VI. DISTRIBUTIONS

- 6.1 Distributions of income. The trustee in the trustee's sole and absolute discretion may accumulate or distribute income accruing for the benefit of any income beneficiary.
- 6.2 Distributions of principal. Principal may be distributed to a particular beneficiary from his share of principal in such amounts and at such times as the trustee determines in the trustee's sole and absolute discretion to be appropriate. As to any principal beneficiary who is not also an income beneficiary, such distributions, in accordance with La. R.S.§ 9:2068, although in the sole and absolute discretion of the trustee, must be for the beneficiary's health education, maintenance and support, or pursuant to an objective standard, for any other purpose.
- 6.3 Restriction on distribution. No beneficiary shall have the power exercisable solely by himself or herself to distribute principal to himself or herself. Any such distribution must be made with the consent of at least one other beneficiary. If there is but one beneficiary, the consent of the person who would next serve as trustee, or a person appointed by the trustee for such purpose, is required as to any distribution of principal to the beneficiary.
- 6.4 Distributions to a disabled beneficiary. Notwithstanding any other provision of this trust instrument, as to any beneficiary whom the trustee determines to be disabled such that the beneficiary may qualify for financial assistance from any governmental agency, such as under Medicaid or Supplemental Security Income programs, the trustee (who may not be the disabled beneficiary) shall distribute principal and income exclusively in accordance with the following provisions:
 - 6.4.1 Trustee's discretion. The trustee may pay to or for the benefit of the disabled beneficiary such amounts as the trustee deems advisable for the disabled beneficiary's special needs and for his or her funeral expenses. Distributions to an income beneficiary who is also a principal beneficiary shall be only from the disabled beneficiary's interest in the trust. Any income not distributed shall be added annually to principal. "Special needs" means the requisites for maintaining the disabled beneficiary's good health, safety, and support when such requisites are not being provided by any governmental agency or from any other source of income available to the disabled beneficiary. This trust is intended to supplement, not replace governmental benefits available to the disabled benefi-

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ciary, and the trustee shall make all distributions to or on behalf of the disabled beneficiary subject to this standard.

- **6.4.2** Special needs. Special needs shall include dental care, plastic surgery, psychological support services, recreation and transportation, differentials in cost between housing and shelter for shared and private rooms, supplemental nursing care, and similar care that assistance programs may not otherwise provide. The trustee is directed to consider these basic living needs when making distributions. In addition, the trustee should consider distribution for such things as telephone and television service, an electric wheelchair, a mechanical bed, companions for travel, reading, driving, and cultural experiences, hair and nail care, stamps and writing supplies, more sophisticated mental or dental or diagnostic work or treatment for which there are not funds otherwise available, plastic cosmetic surgery or other non-necessary medical procedures, private rehabilitative training, periodic outings and vacations, payments to third parties to accompany the disabled beneficiary on vacations and outings, and payments to bring the family and friends for visitation if the trustee deems that appropriate and reasonable. This list is intended to be illustrative and not inclusive of the kinds of nonsupport disbursements that would be appropriate for the trustee to make. It is important that the disabled beneficiary maintain a level of human dignity and humane care. The trust provisions contained in this instrument should be interpreted by the trustee in light of these concerns.
- 6.4.3 Public assistance programs. If the disabled beneficiary is unable to maintain and support himself independently, the trustee may, in the exercise of the trustee's best judgment and fiduciary duty, seek support and maintenance for the disabled beneficiary from all available public resources. The trustee shall take into consideration the applicable resource and income limitations of any public assistance program for which the disabled beneficiary is eligible. In carrying out the provisions of the disabled beneficiary's trust, the trustee shall be mindful of the probable future special needs of the disabled beneficiary.
- 6.4.4 Trust income and principal not available. No part of the income or principal of the disabled beneficiary's interest shall be used to supplant or replace public assistance benefits of any parish, county, state, federal, or other governmental agency that has a legal responsibility to orphaned minors or persons with disabilities that are the same or similar to those that the disabled beneficiary may be experiencing. For purposes of determining the disabled beneficiary's public assistance eligibility, no part of the principal or undistributed income of the trust shall be considered available to the disabled beneficiary. If demand is made on the trustee to release principal or income of the trust to or on behalf of the disabled beneficiary on the bases that the trust constitutes a resource which prevents the beneficiary from qualifying for governmental assistance, or if the trustee is requested to petition the court or any administrative agency for the release of trust principal or income for this purpose, the trustee is authorized to deny such demand or request and is authorized in the trustee's sole and absolute discretion to take whatever administrative or judicial steps may be necessary to continue the public assistance program eligibility of the disabled beneficiary, including obtaining instructions from the proper court ruling that the trust corpus is not available for the disabled beneficiary for such eligibility purposes. Any

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expenses of the trustee in this regard, including attorney fees, shall be a proper charge to the trust.

- **6.4.5** Disabled beneficiary may not serve as trustee. The disabled beneficiary may not serve as trustee if this section is applicable.
- 6.4.6 Trustee's discretion to override. The trustee, other than a trustee who is the disabled beneficiary, may disregard this section 6.4 if the trustee determines, in the trustee's sole and absolute discretion, that the beneficiary's circumstances creating the need for the distribution outweigh the loss of governmental benefits by the beneficiary, in which case the trustee shall bear no liability to the beneficiary in this determination or for the actual distribution.
- 6.5 Distribution on termination. Upon the termination of the trust, the trustee shall distribute the remaining trust assets to the then existing principal beneficiaries in proportion to their interests in principal.

ARTICLE VII. POWERS OF THE TRUSTEE

7.1 General powers. Except as specifically provided in this trust instrument, the trustee shall have all of the powers that may be conferred upon trustees under applicable law. If a question should arise as to whether trustees have a particular power, this trust instrument shall be liberally construed as granting such power. Should future changes in the law expand the powers of trustees, the trustee shall have those expanded powers.

All powers may be exercised by the trustee in the trustee's favor for adequate consideration (e.g., the trustee shall have the power to seek trust property to himself or herself) unless and to the extent specifically prohibited elsewhere in this instrument. Sales to the trustee may be for unsecured promissory notes.

- 7.2 Additional powers. Without limiting the completeness and generality of the trustee's powers granted by the preceding section, should those powers not include the following, the trustee shall also have all of the powers enumerated in the remainder of this Article VII.
- 7.3 Commingling. To commingle the trust property of this trust with the trust property of any other trust created for the benefit of a beneficiary, whether for investment, administrative or other purposes, allotting to each separate trust an undivided interest in the commingled trust property which should always be equal to that trust's proportionate contribution to the commingled trust property.
- 7.4 Purchases and sales. To purchase, sell, exchanged, partition or otherwise acquire and dispose of property at public or private sale for such purposes and upon such terms, including sales on credit, with or without security, in such manner and at such prices as the trustee may determine

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- 7.5 Purchase of home. To purchase a home for the use of that beneficiary from a beneficiary's interest in the trust for the use of that beneficiary.
- 7.6 Alterations to home. Make any alterations or improvements to the home in which an income beneficiary is residing in order to make the home handicapped accessible or to assist in the beneficiary's ability to stay in the home if disabled or aged.
- 7.7 Banking and investment powers of the trustee.
 - 7.7.1 Bank accounts. To open and close any account with an bank or savings and loan, including checking, money market, and savings accounts and certificates of deposit, and to designate co-signers or signatories other than the trustee as to any accounts. To deposit moneys, checks and negotiable instruments of any kind. To write checks or otherwise withdraw funds.
 - 7.7.2 Securities and other portfolio investments. To invest trust assets in shares of stock, investment funds, investment companies, mutual funds and, without notice to anyone, to participate in any common trust fund maintained by any corporate trustee at any time serving hereunder, including those in which a corporate trustee or its affiliate serves as investment advisor, savings accounts, savings certificates, certificates of deposit, or any other interest-bearing time deposit offered or made available by the corporate trustee.
- 7.8 Options. To grant options affecting trust property for such purposes and periods, upon such conditions, in such manner, and at such prices as the trustee may determine. To purchase or receive options for periods that may extend beyond the terms of the trust, and, when the trustee may deem it desirable, to exercise them for such price and on such terms and conditions as the trustee may see fit.
- 7.9 Servitudes and easements. To create servitudes or easements on trust property for such purposes and periods, which may extend beyond the termination of the trust, upon such conditions, in such manner, and at such price as the trustee may determine.
- 7.10 Leases. To lease or give options to lease all or any part of the trust property for such price, and on such terms and conditions, for such purposes and at such rentals as the trustee may see fit, and for terms and periods that may extend beyond the term of the trust; to enter into, amend or extend beyond the term of the trust all kinds of leases including but not limited to all kinds of predial leases, surfaces leases, and oil, gas and mineral leases, with or without pooling provisions.
- 7.11 Oil, gas and other minerals. To sell, lease, exchange, partition or otherwise alienate oil, gas or other minerals and interests therein, and the right to explore for them, or options for any of these, by such instruments, in such forms, for such bonus, rentals or other considerations and for such terms and periods as the trustee may see fit, which may extend beyond the term of the trust. To invest in, to acquire and retain, for so long as period as the trustee may see fit, oil, gas and

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mineral leases and rights in and to oil, gas and other minerals either in the form of mineral interests, royalties or other proprietary or working interests, whether productive when acquired or nonproductive when acquired, whether or not speculative in nature, with or without pooling provisions, to explore or to contract for mineral exploration and to drill and to enter into pooling, unitization, repressurization, and any other type of agreement relating to the development, operation and conservation of mineral property that in the trustee's judgment is best for the trust.

- 7.12 Borrowing. To borrow money by obligation either unsecured or secured, in such amounts, on such terms, at such rates of interest or without interest, and in such manner as the trustee may think desirable and to secure such loans by mortgage, pawn, or pledge of trust property or otherwise, and to mortgage or pledge trust property for any period of time the trustee shall think desirable, even beyond the term of the trust. If a corporate trustee, to borrow money from its own banking department or from anyone else for any purpose in connection with the administration of the trust.
- 7.13 Lending. To make loans of trust property to such persons, firms, partnerships, corporations, or political subdivisions, including businesses or business interests that the trustee may hold in trust, and to beneficiaries of this trust, for such purposes and for such periods, in such amounts and at such rates of interest, with our without security, and subject to such other terms as the trustee may determine. An individual trustee may lend trust property to himself or herself, his or her employer, employee, partner, relative or business associate provided each loan is made at arm's length, bears a reasonable rate of interest and is appropriately secured. The trustee may not lend money to the settlor.
- 7.14 Exchange. To exchange trust property for other property or to give options to exchange trust property upon such terms as the trustee may deem advisable.
- 7.15 Retention of trust property. To hold and retain trust property in the form received so long as the trustee deems advisable, and to purchase and retain securities or other properties, although of a kind or in an amount that would not ordinarily be considered suitable for trust investment, whether or not such property is productive of income and even though it may not be prescribed or authorized by any laws relating to the investment or trust property, even to the extent of keeping all of the trust fund in one type of property, even though the total amount of cash so held shall be disproportionate under the laws applicable to the administration and investment of trust property and even though the period of time in which the cash so held shall be longer than other wise would be permitted.
- 7.16 Distributions. To make distributions or divisions or divisions of trust property at value fairly and equitably determined by the trustee and, when dividing or distributing funds or paying trust principal, to make such payment, division or distribution wholly or partly in kind by allocation and transferring specific movable or immovable property or undivided interests therein as part of the whole or any share or payment, at current values.
- 7.17 Improvements. To raze any buildings or other structures as the trustee may consider expedient; to improve or develop immovable property; to erect, alter, or repair any buildings or other structures and to make any other kind of improvements the trustee may deem proper; to

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receive, accept, hold, use, control, administer, build upon, manage or otherwise improve, repair, divide or subdivide all or any trust property in the manner and to the extent the trustee may deem advisable.

- 7.18 Allocations of receipts and disbursements. To determine what shall be charged or credited to income and what to principal in accordance with any accounting principles determined appropriate by the accountant for the trust and consistently applied.
- 7.19 Agents and employees. To employ or retain such employees, agents and advisors as the trustee may deem necessary to assist in performing any duties of the trustee, including, but by way of illustration only, investment and management advice, and for any other purposes the trustee considers advisable, and to determine reasonable charges for such services and to make payment therefor out of trust property.
- 7.20 Custody and location of trust property. To keep all or any part of the trust property at any place in Louisiana or elsewhere with such depositories or custodians at such places as the trustee may deem necessary or advisable, and to hold securities in the names of the nominees.
- 7.21 Powers of attorney. To give such powers of attorney, general or special, with or without power of substitution, in connection with the exercise of other powers as the trustee may deem advisable.
- 7.22 Miscellaneous agreements. To enter any and all kinds of agreements, whether or not specifically described in this Article VII.
- 7.23 Facility of payment. The trustee may make payment by any reasonable method, including the following:
 - (a) directly to the beneficiary;
 - (b) to the legally appointed tutor (guardian) or curator of the beneficiary;
 - (c) by disbursing such amounts directly for the benefit of the beneficiary;
 - (d) by depositing all or any part of the income into a checking or savings account in a bank, savings and loan association or other depository in the name of the beneficiary;
 - (e) to another trust for the benefit of the same beneficiary; or
 - (f) to a custodian appointed under the Uniform Gifts or Transfers to Minors Act adopted by any state.

The trustee is specifically authorized to recognize and honor the beneficiary's endorsement of any check issued by the trustee to the beneficiary, whether or not the beneficiary is then a minor.

7.24 Delegation of Powers. Any trustee may delegate any powers and authorities to another trustee for any period that the delegating trustee deems appropriate. A person dealing in good

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faith with any trustee may rely without inquiry upon that trustee's representation that a particular power or authority has been delegated and not rescinded. The requirement that co-trustees act jointly will not limit the co-trustees from designating one alone to perform ministerial functions such as the signing of tax returns or matters with regard to transactions with banking or brokerage accounts.

7.25 Merger.

- 7.25.1 Merge all or any part of the assets of any trust created in this agreement with the assets of any other trust created by the settlor or any other person(whether during life or by will) and held by the same trustee for the benefit of the same beneficiaries and upon substantially the same terms and conditions as those set forth in this agreement. In case of such merger, the trustee may either (I) administer the merged assets as a single trust, or (ii) transfer the trust assets to that other trust, to be administered under the instrument governing that other trust, and thereafter terminate the trust created under this agreement as a separate entity. If the trustee elects to administer the merged assets as a single trust under this agreement, then the trustee, in the exercise of sole and absolute discretion, may later divide that trust as provided above.
- 7.25.2 However, the trustee, if a beneficiary of this trust, may exercise this power to merge only with the consent of at least one other beneficiary. If there is but one beneficiary, the consent of Alicia Dean Nettles, or the person who would next serve as trustee, or a person appointed by the trustee for such purpose, is required.
- 7.26 Settlor's right to substitute. The settlor shall have the right to reacquire trust proeprty by substituting assets of equivalent value. This power is exercisable by the settlor solely in a non-fiduciary capacity, and no fiduciary duty imposed upon the trustee or any other person may be asserted as a defense to the exercise of this power.

ARTICLE VII. THE OFFICE OF TRUSTEE

- 8.1 Bond. The trustee shall not be required to furnish bond.
- 8.2 Liability. The trustee is relieved from all liability in connection with administration of the trust, except for liability for breach of duty of loyalty to the beneficiary or for breach of trust committed in bad faith. Upon the death of the insured under any policy of life insurance naming the trust as beneficiary, the trustee shall collect and hold the net proceeds as trust property subject to the trust instrument. The trustee shall not be obligated to litigate to enforce collection of any insurance proceeds unless indemnified to his or her satisfaction against any resulting expense and liabilities. If in the trustee's best judgment this trust instrument or an extract of it should not be recorded in the public records, the trustee is absolved of all liability for failure to record in good faith.

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- 8.3 Compensation. The trustee shall be entitled to receive reasonable compensation for its services. A corporate trustee shall be entitled to fix its compensation in accordance with its schedule as may be in effect from time to time. The trustee shall be entitled to recover their expenses incurred as trustee from the trust property.
- 8.4 Accountings. The trustee shall render such accountings as are required by law.
- 8.5 Successor trustee. Cherry Dean Carambat shall serve as sole trustee. Should Cherry Dean Carambat cease or fail to act as trustee, the settlor names Gregory W. Rome as successor trustee. In the event that there is no one serving as trustee and no successor trustee willing or able to take the place of the trustee, the final successor or substitute trustee shall be the Whitney Bank trust department.
- 8.6 Appointment of co-trustee. Any trustee may at any time appoint one or more co-trustees or successor trustees. Except as otherwise slated in this instrument, if two trustees are serving, the concurrence of both shall be required as to any acts of trustee; if three or more are serving, the concurrence of the majority shall be required.
- 8.7 Sole trustee. Any individual trustee who is also a beneficiary of the trust, may not at any time serve as sole trustee of the trust. Should a beneficiary become the sole trustee, his or her authority to act shall be suspended until such time as a co-trustee is selected. The person thus selected as co-trustee may serve as trustee only so long as the appointment trustee serves as trustee.
- 8.8 Incapacity of trustee. An individual trustee who becomes incapacitated shall automatically be removed as trustee. Incapacity may be evidenced by the written certificate of:
 - (a) a licensed physician, which certificate shall be in the form of an authentic act or an act duly acknowledged, witnessed, and executed, verifying that the physician has examined the trustee and concluded that he or she is unable to act rationally or prudently as ta trustee, or
 - (b) those beneficiaries having at least a 75% interest in the principal of the trust, or their legal representatives, which certificate shall be in the from or an authentic act or an act duly acknowledged, witnessed, and executed, verifying that the beneficiaries or their legal representatives have personally contacted and observed the trustee and concluded that he or she is unable to act rationally or prudently as a trustee.

Refusal by the trustee to consent to the release of medical records and information to the persons making reasonable request pursuant to this subsection shall be cause to remove the trustee by petition to the proper court.

8.9 Power to remove and appoint trustee. Notwithstanding any other provision of this trust instrument, the settlor may remove a trustee without cause and appoint any person other than the settlor as trustee.

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8.10 Resignation. If a trustee desires to resign, the trustee shall deliver or mail written notice to the settlor and the beneficiaries, or such of the beneficiaries whose mailing addresses are then known. Notice of resignation shall bear the effective date of resignation which shall be not less than 30 days after its delivery, unless the successor trustee accepts the office sooner. Third persons shall be entitled to rely upon the notice of resignation.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- 9.1 Severability of inoperative, invalid or illegal provisions. If any provision of this instrument is held or ultimately found to be inoperative, invalid, or illegal, the remaining provisions which are not inoperative, invalid or illegal shall continue to be fully operative and effective to the extent that the intentions of the settlor may be accomplished in a reasonable fashion.
- 9.2 Reliance on certified copy. Anyone may rely upon a copy certified by a Notary Public to be a counterpart of this instrument kept at the office of the trustee. Anyone may rely upon a statement of fact certified by anyone who appears from the original document or a certified copy thereof to be a trustee hereunder.
- 9.3 Transactions with trustee. No person, firm or corporation dealing with a trustee shall be obligated to inquire into the trustee's power or authority or into the validity of any act of the trustee or be liable for the application of any money or other property paid or loaned to the trustee in the management of the corpus of this trust.
- 9.4 Applicable law. The provisions of this trust instrument shall be interpreted and implemented according to the provisions of the Louisiana Trust Code in force as of the date of execution of this instrument, provided, however, any liberalizations subsequent to this date shall be applicable.
- 9.5 Captions. All titles, headings, and captions used herein shall be deemed to have been included for the convenience of reference only and shall not be deemed to define or limit the provisions hereof or to affect in any way the construction or application of these provisions.

[Signatures appear on next page]

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THUS DONE AND SIGNED on this /// day of December, 2012.	
WITNESSES:	SETTLORS:
Micia Vean Mottle	Jacqueline Miles Dean, Settlor
First Witness's Signature	Jacqueline Miles Dean, Settlor
First Witness's Printed Name	•

Lynn B. Dean, Settlor

Cindia Bidgha
Second Witness's Signature

By: Jacqueline M. Dean, attorney-in-fact

Second Witness's Printed Name

Cherry Dean Carambat, Trustee

INSTRUMENT NOT PREPARED BY SIGNING NOTARY PUBLIC. NOTARY PUBLIC ATTESTING TO SIGNATURE ONLY.

Muy Lessel
Notary Public Bottle
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